

# Exhibit

# 1

---

# STARBUCKS COFFEE COMPANY

---

Proposal Submitted by: AVP Termite & Pest Control of NY, Inc.  
4313 Arthur Kill Road, Staten Island, NY 10309  
Tele: (718) 967-9800 Fax: (718) 967-9894  
[AVPTermite1@aol.com](mailto:AVPTermite1@aol.com)

Date: October 16, 2012

## **PEST ELIMINATION - MAINTENANCE PROGRAM**

AVP will perform regularly scheduled pest elimination to each store as is designated for pest control service for Starbucks Coffee Co. The program will include, but not limited to the following;

### **Pest Control Service will consist of the following:**

- ☐ Treatment for the prevention and control of pests will be made via application of bait gel, granular bait, contact and/or residual insecticide. Glueboard monitoring traps will also be used and replaced at each service.
- ☐ Technician will inspect floor drains for wet filth buildup and apply drain gel microbial treatment as necessary.
- ☐ Monitor & replace Electric Fly Light glue boards
- ☐ Check service log book and address any conditions or reports as made by Starbucks staff.

### **Rodent Control Service will consist of the following:**

- ☐ Technician will inspect for structural issues that may contribute to pest activity (i.e. openings around pipes, electric sockets, BX cabling, baseboards, heating elements, doors, etc.). If any access holes are found, AVP will perform Temporary Hole Closure that will consist of placing steel wool in holes and/or sealing with caulking. This is considered a temporary closure and must be repaired promptly with permanent closure materials such as metal flashing, cement caulking, heavy gauge metal screening, etc. Material such as foam sealant, wood (unless metal flashing is attached to one side, silicone caulk, etc is not considered permanent closure material and should not be used to close active rodent access holes.
- ☐ Technician will look for and note signs of rodent activity throughout store (fresh droppings, gnaw marks, nesting material, etc.). Should activity be noted, if not already in place, technician will install a tamper resistant rodent bait station(s) with rodenticide, multi-catch non baited traps(s) and/or snap traps.
- ☐ Technician will check and re-bait all existing rodent stations and dispose of any rodents caught in traps, inspect and replace glue boards as needed and replace/reset any snap traps.

### **Areas to be serviced during each Service Visit:**

- ☐ All Kitchen and Food/Coffee Preparation Areas
- ☐ Non Food and Food Storage Areas
- ☐ Utility and Refuse Areas
- ☐ Dining Areas and Service Counters/Bars
- ☐ Bathroom(s)
- ☐ Basement and Office Areas
- ☐ Floor Drains

## **GENERAL TERMS AND CONDITIONS**

### **PESTS COVERED:**

As a matter of understanding, AVP agrees to provide treatment for the following pests: Cockroaches, Rats, Mice, Silverfish, Spiders, Ants (except Carpenter), Flies, Crickets, Millipedes, Earwigs and Common Moths. Treatment and control of Wood Destroying Insects (Termites, Carpenter Ants, Carpenter Bees, Powder Post Beetles), Wasps, Bees, Fleas, Ticks, Bedbugs, Squirrels, Pigeons and Skunks are not covered under this Service Agreement.

### **PESTICIDE USAGE:**

All pesticides to be used during each Service Visit are EPA approved and will be applied in strict accordance with label directions and restrictions where applicable. Copies of all product labels & MSDS sheets will be provided.

### **SERVICE LOG & INFORMATION BOOK:**

A log book to report problems which may occur between scheduled visits will be provided and checked by service technician before each service. Log book will record the date, area of problem, pest activity and person requesting service. Also provided in book will be information on how to control pest/rodent activity between services and product labels/msds sheets.

### **SERVICE REPORTS (Pest Activity/Sanitation & Facility Issues)**

At the completion of each service, a service report that identifies the pesticides used, where and amount applied, general conditions noted by service technician at the time of service and any recommendations/comments made by service technician to help improve any existing conditions. Also noted will be any sanitation or structural deficiencies that should be addressed. A copy of the monthly Store Service Report detailing the problem will be forwarded to respective Starbucks Store Facility Manager. Issues needing immediate attention will be forwarded via email along with photo (if applicable) to the stores Facility Manager within 24 Hours of service.

### **INSURANCE:**

AVP agrees to maintain \$2,000,000 in Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence. A Certificate of Insurance will be forward upon acceptance of proposal. AVP will also maintain and provide evidence to Starbucks of its Worker's Compensation, Employer's Liability and Commercial Automobile Liability Insurance and will list Starbucks and its subsidiaries as additional insured's.

### **TERM OF AGREEMENT:**

This agreement shall be in effect for a period of one (1) year. This agreement may be terminated by either party, without cause, upon Thirty (30) days written notice.

### **PAYMENT:**

Customer agrees to pay all invoices within Forty-five days (45) of receipt of invoice(s).

**PRICING - PROGRAM FEE SCHEDULE****Service Visit – 1X month - \$75.00 + tax****Included in each Service Visit:**

- ☐ Pesticide Application for Control/Treatment of Pests covered under this agreement
- ☐ Pest removal with HEPA vacuum – when possible
- ☐ Replacement of Fly Light glueboards
- ☐ Glue Boards/Pest Monitoring Boards
- ☐ Monitoring Rodent Bait Stations and Replenish Rodenticide Bait as necessary
- ☐ Application of Invade Drain Gel to drains & non-food contact surface areas where there is wet filth buildup
- ☐ Temporary minor hole closure, where possible
- ☐ Rodent Snap Traps
- ☐ Removal of any rodents caught inside multi-catch rodent stations

**Additional charges for the following Products/Services: (tax not included)**

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Initial Store Setup (pesticide treatment/glue/monitoring boards/snap traps) | \$ 175.00 (includes Store Inspection) |
| <input type="checkbox"/> Emergency Service Visit (Rodents)   | \$ 125.00                             |
| <input type="checkbox"/> Emergency Service Visit (Roaches or Flies – Non Fogging)                    | \$ 75.00                              |
| <input type="checkbox"/> Emergency Service Visit (Roaches or Flies – Fogging)                        | \$ 250.00                             |
| <input type="checkbox"/> Baited Tamper-resistant Rodent Stations (Rat)                               | \$ 15.00                              |
| <input type="checkbox"/> Baited Tamper-resistant Rodent Stations (Mouse)                             | \$ 12.50                              |
| <input type="checkbox"/> Multi-Catch metal rodent station  | \$ 25.00                              |
| <input type="checkbox"/> Vector 960 Small filth fly liquid traps                                     | \$ 4.50                               |
| <input type="checkbox"/> Vector Plasma Electric Fly Light  | \$ 195.00                             |
| <input type="checkbox"/> Box of Glueboards (72 boards)   | \$ 25.00                              |
| <input type="checkbox"/> Invade Drain Gel 1 32oz bottle  | \$ 13.50                              |
| <input type="checkbox"/> Invade Hot Spot Foam treatment 1 32oz can                                   | \$ 15.00                              |

The parties execute this agreement effective as of the date written below:

**AVP Termite & Pest Control of NY, Inc**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Starbucks Coffee Co.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_